MEMORANDUM OF UNDERSTANDING 10-HOUR SHIFT PILOT

THE CITY OF SPRINGFIELD, OREGON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

This Memorandum of Understanding (MOU) is entered into by and between the City of Springfield (City) and the American Federation of State, County and Municipal Employees, AFSCME Local 1148 (Union).

The purpose of this MOU is to address the piloting of a four (4) day work week with ten (10) hour days.

Agreement of the Parties:

- 1. Effective June 5 through September 24, 2022, the City and Union agree to begin a trial four (4) day work week with ten (10) hour days for:
 - Maintenance Tech Crew Chiefs,
 - Maintenance Tech Journeys and Apprentices,
 - Traffic Maintenance Tech Crew Chief,
 - Traffic Maintenance Technician,
 - Traffic Signal Electrician,
 - Building Maintenance Worker, and
 - Seasonal Maintenance Worker.

The start of this schedule change does not allow for the five (5) day notice as required by Article 13.4 of the CBA. This MOU is a one-time exception to the notice requirement.

- a. Overtime will be accrued for hours in excess of and continuous with their regularly scheduled ten (10) hour workday or 40-hour work week. Overtime will be compensated as either pay or compensatory time off per the CBA.
- b. Union employees performing locates and those assigned to the 1st Truck will remain on five (5), eight (8) hour day scheduling to provide needed coverage.
- c. Union employees performing street sweeping and building maintenance duties will be assigned Sunday through Wednesday, Monday through Thursday, or Tuesday through Friday schedules.
- d. Union employees who are on the Emergency Response Team (ERT) are expected to respond on Fridays.
- e. The workday will be scheduled for ten (10) hours and may occur between the hours of 4:00 AM and 5:00 PM, Monday through Thursday.
- 2. Employees will continue to take a scheduled rest break for each four-hour block or major part thereof (two hours and one minute through four hours) worked in one work period and one meal period.

- 3. Management will provide water, shade, and other PPE per OSHA requirements for working during hot weather. when the heat index equals or exceeds 80 degrees Fahrenheit.
- 4. For Article 18.4, Compassionate/Bereavement leave benefits provided by the city will be a maximum of 40 hours if warranted by the situation.
- 5. Holidays and floating holidays will continue to accrue at 8 hours. For the weeks of July 4 July 8, 2022, and September 5 September 9, 2022, employees will have a schedule of five (5) days with eight (8) hours each day to accommodate the holidays.
- 6. The following outcomes will be reviewed after the conclusion of the pilot:
 - Customer Service Requests (CSR) responsiveness Did the number completed and/or time from reporting to completion improve?
 - Employee reported workplace injuries and fatigue Do the number and kind of injury report change when compared to 'normal' shift schedule for same type of work?
 - Usage of leave (absenteeism) Does use of vacation, compensatory time, and sick leave increase or remain the same when compared to 'normal' shift schedule?
 - Productivity Are more or less work orders completed when compared to 'normal' shift schedule for same type of work?
 - Overtime Does overtime decrease or increase when compared to 'normal' shift schedule for same type of work?
 - Ongoing, required employee training is accomplished.
 - Employee Satisfaction Develop anonymous survey to be shared at conclusion.
- 7. Any concerns identified by either party shall be brought forward to Labor Management in a timely manner to discuss possible solutions.

This agreement ends on September 24, 2022. This MOU is not precedent setting and neither party is obligated to continue or extend this agreement.

For the City

Brian Conlon

DPW Operations Director

Chaim Hertz

Human Resources Director

For AFSCME

Monica Bielski Boris

Council 75 Representative

Robert Finsand

Local 1148 President